



1826 Kramer Lane, Ste. M
Austin, TX 78758
p| 512.926.6650
f| 512.833.5058
www.kleinfelder.com

March 11, 2015
Kleinfelder Project No. 59752

Mike Sullinger
Interim City Manager – City of Aransas Pass, Texas
P.O. Box 2000
Aransas Pass, TX 78335

**Re: Request for Access and Notification to Perform Remedial Investigation and Feasibility Study
Falcon Refinery Superfund Site
Ingleside, San Patricio County, Texas
TXD 086 278 058**

**Subject: Request for Access
Parcel No. 39728
Approximately 89 Acres located at FM 2725 and Intercoastal Waterway
Ingleside, TX 78362**

Dear Mr. Sullinger:

On behalf of the National Oil Recovery Corporation (NORCO), Kleinfelder is presenting you with this request for access to the property located between FM 2725 and the Intercoastal Waterway in Ingleside, Texas. Kleinfelder was contracted by NORCO to perform a Remedial Investigation and Feasibility Study (RI/FS) at the Falcon Refinery in Ingleside, Texas, in accordance with guidelines set forth by the U.S. Environmental Protection Agency (EPA). We are requesting that Kleinfelder, NORCO, and associated parties have access to your property in order to conduct sampling and sampling related activities.

The purpose of a RI/FS is to determine if there is a “release or substantial threat of release into the environment of any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare” as described in Section 104 of the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA). Authority to conduct this RI/FS is contained in Section 104(e) of CERCLA, Section 308 of the Clean Water Act, Section



361.182 of the Texas Solid Waste Disposal Act, and Sections 26.014 and 26.015 of the TEX. WATER CODE.

This property was selected to help provide background information about the Intercoastal Waterway as it appears to be similar to the Intercoastal Waterway near Falcon Refinery. The attached figure indicates the six (6) proposed sediment sample and surface water sample locations. The locations may change slightly if the locations are in areas not accessible or in areas that would cause damage to the waterway.

A long-handled dipper or other suitable sampling device as site-specific conditions warrant will be used to collect a sediment sample. The sediment samples are collected from the top 0.5 foot of sediment. A coliwasa, long-handled dipper, or submerged sample jar will be used for the collection of surface water samples. Collected samples will be sent to a laboratory for analysis. The property will be returned to its original condition.

Kleinfelder will strive to conduct all of the work described above at times and dates that are convenient for you. Prior to planned activities at the property, Kleinfelder will notify you 48 hours in advance, detailing what activities will take place. If samples are collected from your property, then you may request a receipt describing the samples collected.

Please sign and date both copies of the attached Access Agreement and return only one copy to Kleinfelder in the envelope provided. We appreciate your cooperation in this important matter and thank you for your assistance. If you have any questions, comments, or concerns, please do not hesitate to contact me at (512) 926-6650.

Sincerely,
KLEINFELDER

Stephen Halasz
Environmental Department Manager

Attachment: Access Agreement

cc: National Oil Recovery Corporation

Access Agreement

Identification of Parties

I. This Access Agreement is entered into on the _____ day of _____, by and between City of Aransas Pass (hereinafter referred to as "Grantor"), and NORCO, (hereinafter referred to as "Grantee").

Property Description

II. Grantor is the owner or trustee of certain real property of Parcel No. 39728; Approximately 89 acres located between FM 2725 and the Intercoastal Waterway, in Ingleside, Texas (hereinafter referred to as "the Property").

Grant of Access Agreement

III. Grantor grants Grantee and associated parties (EPA, oversight officials, State of Texas and its contractors, and NORCO or its authorized representative) access to the Property to perform services associated with, but not limited to, the following acts on the Property:

1. The taking of soil samples; and possibly ground water samples.

Grantee may not use the Property for any other purpose or business without obtaining Grantor's prior written consent.

Grantor may choose whether or not to be provided with a receipt describing the samples collected by Grantee at the Property by placing a check mark in the appropriate space below. If no selection is made, Grantor will not be provided with a portion of any samples.

() Grantor does wish to receive a receipt describing samples collected.

() Grantor does not wish to receive a portion of samples taken at the Property.

Incidental Rights

IV. The Access Agreement includes the following incidental rights to use the Property: the right to enter upon such portions of the Property as the Grantee and the Grantee's associated parties deem reasonable and necessary in order to fully effectuate the purpose and intent of the Access Agreement.

Assignment

V. Under no circumstances shall this Access Agreement be assignable by either Grantee or Grantor to any party that is not a signatory to this Access Agreement without the prior written consent of the other party.

Term

VI. The duration of the Access Agreement shall be for one year only and shall commence on the date that this Access Agreement is executed by both Grantee and Grantor and will terminate on 07/01/10. However, the term of this Access Agreement may be extended for an additional term upon written agreement executed by both Grantor and Grantee herein.

Termination of Occupancy

VII. Grantee shall remove all of Grantee's personal property from the Property and shall surrender and /or return possession of the Property to Grantor in good order and repair to the satisfaction of Grantor, normal wear and tear accepted.

Indemnity

VIII. As a material part of the consideration to be rendered under this agreement, Grantor and Grantee hereby mutually agree to waive all claims against each other for damages to all personal property in, on, or about the Property, and for injuries to persons in or about the Property arising at any time. Further, Grantee agrees to hold Grantor exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Grantee's use of the Property, (b) Grantee's failure to keep the Property and surrounding areas clean and in good condition. Additionally, NORCO is not the EPA's representative, with respect to liability associated with site, and the Grantee agrees to hold the EPA exempt and harmless for the aforementioned damage or injuries.

Insurance

IX. Grantee and its employees and agents are protected by Worker's Compensation Insurance, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance for bodily injury and property damage and will furnish evidence thereof upon request.

Attorney's Fees

X. If any legal proceeding or action arising out of or relating to this Agreement is brought by either party to the Agreement, each party shall bear sole responsibility for its own attorney's fees and costs that may be incurred in the prosecution and/or defense of any such proceeding or action.

Entire Agreement

XI. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the Access Agreement. Any prior agreement, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect and will not be binding on either party hereto unless it is in writing and signed by Grantor and Grantee.

Executed on this the _____ day of _____.

GRANTOR

_____ [Signature Required]

GRANTEE/AUTHORIZED AGENT

_____ [Signature Required]